

EXHIBIT

5



KORDE & ASSOCIATES, P.C.

ATTORNEYS AT LAW

SERVING MASSACHUSETTS, NEW HAMPSHIRE, & RHODE ISLAND

THIS NOTICE SUPERCEDES AND REPLACES THE NOTICE DATED NOVEMBER 3, 2017

November 21, 2017

9489 0090 0027 6018 5370 53

Gary Miles Beer a/k/a Gary M. Beer
c/o John B. Ennis, Esq.
1200 Reservoir Avenue
Cranston, RI 02920

VIA FIRST CLASS MAIL &
CERTIFIED MAIL

RE: NOTICE OF DEFAULT
Property Address: 31 Calvert Place, Jamestown, RI 02835
Our File No. 13-012546

Dear Sir/Madam:

THIS IS AN ATTEMPT TO COLLECT A DEBT, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Please be advised that this firm has been retained by PHH Mortgage Corporation as servicer for HSBC Bank USA, National Association as Trustee for J.P Morgan Mortgage Trust 2007-A2 (the "Mortgagee") to commence foreclosure proceedings on the above-entitled premises for breach of the covenants of the Mortgage of Peggy Anderson Beer and Gary Miles Beer to Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Merrill Lynch Credit Corporation dated November 20, 2006 in the original principal amount of \$759,050.00 in Book 608, Page 48 in the Records of Land Evidence in the Town of Jamestown, RI, which Mortgage secures a Note of Peggy Anderson Beer and Gary Miles Beer to Merrill Lynch Credit Corporation of same date and original principal amount.

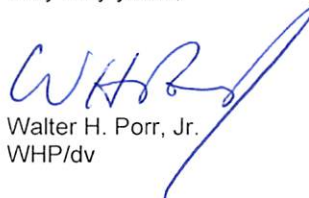
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You are advised that unless the arrearage is received by the Mortgagee, c/o Korde & Associates, P.C., 900 Chelmsford Street, Suite 3102, Lowell, MA 01851 by December 28, 2017, the Mortgagee may accelerate the payment of all sums secured by the aforesaid Mortgage and may exercise all rights as set forth under the power of sale contained in said Mortgage, including a foreclosure sale of the mortgaged premises. Please be advised that you have the right to reinstate after acceleration and you have the right to bring a court action to assert the non-existence of a default or any other defense which you have to the acceleration and the sale of the mortgaged premises.

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Very truly yours,



Walter H. Porr, Jr.
WHP/dv

900 CHELMSFORD STREET, SUITE 3102, LOWELL, MASSACHUSETTS 01851
PHONE: 978-256-1500 / FAX: 978-256-7615
HOURS OF OPERATION: 8:30AM – 5:30PM, EST MONDAY THRU FRIDAY



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November 21, 2017

9489 0090 0027 6018 5370 60

Gary M. Beer a/k/a Gary Miles Beer
2806 University Terrace N.W.
Washington, DC 20016

VIA FIRST CLASS MAIL &
CERTIFIED MAIL

RE: NOTICE OF DEFAULT

Property Address: 31 Calvert Place, Jamestown, RI 02835
Our File No. 13-012546

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Walter H. Porr, Jr.
WHP/dv

900 CHELMSFORD STREET, SUITE 3102, LOWELL, MASSACHUSETTS 01851
PHONE: 978-256-1500 / FAX: 978-256-7615
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9489 0090 0027 6018 5370 77

Gary M. Beer a/k/a Gary Miles Beer
8557 West Knoll Drive
West Hollywood, CA 90069

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CERTIFIED MAIL

RE: NOTICE OF DEFAULT
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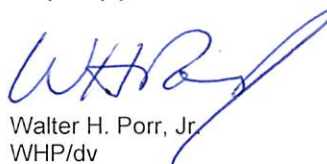
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November 21, 2017

9489 0090 0027 6018 5370 84

Gary M. Beer a/k/a Gary Miles Beer
2112 Century Park Lane
Unit 202
Los Angeles, CA 90067

VIA FIRST CLASS MAIL &
CERTIFIED MAIL

RE: NOTICE OF DEFAULT
Property Address: 31 Calvert Place, Jamestown, RI 02835
Our File No. 13-012546

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Walter H. Porr, Jr.
WHP/dv

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November 21, 2017

9489 0090 0027 6018 5370 91

The Estate of Peggy Beer a/k/a Peggy Anderson Beer
2112 Century Park Lane
Unit 202
Los Angeles, CA 90067

VIA FIRST CLASS MAIL &
CERTIFIED MAIL

RE: NOTICE OF DEFAULT
Property Address: 31 Calvert Place, Jamestown, RI 02835
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November 21, 2017

9489 0090 0027 6018 5371 07

Gary M. Beer a/k/a Gary Miles Beer
5630 Wisconsin Avenue
Apartment 100
Chevy Chase, MD 20815

VIA FIRST CLASS MAIL &
CERTIFIED MAIL

RE: NOTICE OF DEFAULT
Property Address: 31 Calvert Place, Jamestown, RI 02835
Our File No. 13-012546

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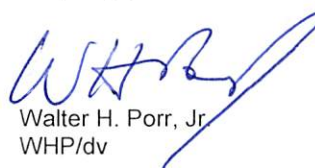
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Dear Sir/Madam:

THIS IS AN ATTEMPT TO COLLECT A DEBT, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Please be advised that this firm has been retained by PHH Mortgage Corporation as servicer for HSBC Bank USA, National Association as Trustee for J.P Morgan Mortgage Trust 2007-A2 (the "Mortgagee") to commence foreclosure proceedings on the above-entitled premises for breach of the covenants of the Mortgage of Peggy Anderson Beer and Gary Miles Beer to Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Merrill Lynch Credit Corporation dated November 20, 2006 in the original principal amount of \$759,050.00 in Book 608, Page 48 in the Records of Land Evidence in the Town of Jamestown, RI, which Mortgage secures a Note of Peggy Anderson Beer and Gary Miles Beer to Merrill Lynch Credit Corporation of same date and original principal amount.

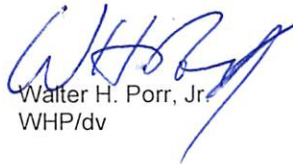
Specifically, the aforesaid Note and Mortgage are in default because payments of principal, interest, taxes and insurance have not been made in accordance with the terms and conditions of the Note and Mortgage. Your loan is in default for the November 1, 2012 payment and all the payments due each month thereafter, as provided in said Note and Mortgage. The amount required to cure the default as of the date of this letter is \$276,266.61. DEMAND is hereby made against you to cure this default by December 28, 2017. The foregoing amount must be received in certified funds.

You are advised that unless the arrearage is received by the Mortgagee, c/o Korde & Associates, P.C., 900 Chelmsford Street, Suite 3102, Lowell, MA 01851 by December 28, 2017, the Mortgagee may accelerate the payment of all sums secured by the aforesaid Mortgage and may exercise all rights as set forth under the power of sale contained in said Mortgage, including a foreclosure sale of the mortgaged premises. Please be advised that you have the right to reinstate after acceleration and you have the right to bring a court action to assert the non-existence of a default or any other defense which you have to the acceleration and the sale of the mortgaged premises.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If, within the thirty-day period, you notify this office in writing that the debt, or any portion thereof, is disputed, we will obtain verification of the debt and mail a copy of such verification to you. If requested within 30 days of receipt of this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

If you (1) did not execute the Promissory Note relating to this Mortgage; (2) are in bankruptcy; or (3) have been discharged in bankruptcy, this letter is for informational purposes only and is not intended as an attempt to collect a debt or an act to collect, assess or recover all or any portion of the debt from you personally.

Very truly yours,



Walter H. Porr, Jr.
WHP/dv

900 CHELMSFORD STREET, SUITE 3102, LOWELL, MASSACHUSETTS 01851
PHONE: 978-256-1500 / FAX: 978-256-7615
HOURS OF OPERATION: 8:30AM – 5:30PM, EST MONDAY THRU FRIDAY